



## Complete Sports Management

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May 23, 2018

Mr. Lawrence R. (Bubba) Cunningham  
Director of Athletics  
University of North Carolina  
Department of Athletics  
450 Skipper Bowles Drive  
Chapel Hill, NC 27514

Dear Mr. Cunningham,

Thank you for the opportunity to assist the University of North Carolina with the planning and staging of exhibition games in the Bahamas this summer for its men's basketball team. Our team is excited to work with the University of North Carolina to make this event a success. Upon execution of this letter agreement, Complete Sports Management, Inc. ("CSM"), will provide the following services ("Project Services") to the University of North Carolina ("UNC") per the terms and conditions outlined below and in the attached Addendum (collectively the "Agreement").

### **I. Project Services**

CSM will provide the following Project Services to UNC for the "TOUR":

- The TOUR will consist of 5 nights, 6 days
- The TOUR will begin with the arrival of the Traveling Party in Nassau, Bahamas on August 15, 2018 (the "Departure Date") and will conclude with the departure of the Traveling Party from Nassau, Bahamas on August 20, 2018 (the "Return Date").
- CSM will arrange for, and provide the Traveling Party, the following:
  - o All ground transportation needed in connection with the TOUR by Majestic Tours buses while in the Bahamas.
  - o Hotel accommodations at the Atlantis resort on Paradise Island, Bahamas (11 double-occupancy rooms, 8 kings, 1 Cove Azure Suite.
  - o 3 meals per day- breakfast, lunch, and dinner (after first overnight stay)
  - o Schedule two (2) basketball games to be played in August 2018 (August 17 and 18, 2018) at the Kendal Isaacs National Gymnasium in Nassau, Bahamas (the "Games").

o Provide a 90-minute practice sessions based directly on the following conditions:

- Practices will be held on regulation size basketball courts on days that games do not occur
- Dates of practice must be decided by University 90 days prior to departure
- CSM will deliver to UNC an itinerary, including the opponents for UNC within thirty (30) days of the date first set forth above, for review and formal acknowledgement.
- CSM shall pay any international or USA Basketball sanctioning fees required in conjunction with a foreign tour.
- CSM will inform UNC about any passport, visa and other such requirements that must be satisfied by members of the Traveling Party for participation in the Tour so that UNC can secure necessary passports/visas.
  - o CSM is not responsible for any traveler that cannot obtain appropriate entry/exit requirements due to reasons outside of its' control.

## **II. University Responsibilities**

- UNC shall make payments to CSM, for all services covered hereunder, as contemplated in Section 3 hereof.
- UNC shall inform and satisfy any passport, visa and other such requirements that are required for participation in the TOUR.
- UNC shall inform the travel party that the purchase of travel/trip insurance is not included in package price stated in section 3.
- UNC shall inform each member of the Traveling Party that all incidental expenses incurred by him/her during the TOUR are, unless otherwise expressly indicated by UNC, his/her sole responsibility.
- UNC shall deliver to CSM a completed travel manifest for all members of the Traveling Party, on or before May 30, 2018.

### III. Term, Fees and Expenses

- The term will begin upon execution of this Agreement and will continue through the later of August 31, 2018, or the conclusion of the Event (the "Term").
- CSM will be paid a project fee for its arranging for, providing services, accommodations and amenities related to, the TOUR, UNC shall pay CSM a program fee per traveling member:

- o Program Fee based is \$3,395 per traveler with a minimum of 27 paid travelers.
- o Price is locked in for 1 Regal Royal Towers Suite at \$609 + VAT + Grats
- o Price is locked in for 5 Royal Towers rooms at \$289 + VAT + Grats

The payment schedule is as follows:

Upon Execution of Agreement: \$10,000 Deposit

May 30, 2017: Final tour balance due to CSM

### IV. Cancellation

- UNC may cancel this Agreement, and the TOUR contemplated herein, with written notice thereof to CSM, at any time prior to the Departure Date. In such an event, the University shall be responsible for the actual costs incurred, or losses sustained, by CSM, due to such cancellation, provided CSM shall have an obligation to mitigate any such costs or losses. In the event that actual costs incurred, or losses sustained, by CSM, due to such cancellation, are less than the amount already paid by UNC, then CSM shall refund the overpayment to UNC.
- Either party may cancel this Agreement and the TOUR contemplated herein, with written notice thereof to the other party, if such other party materially breaches any term or condition set forth in this Agreement. In such an event, the breaching party shall be responsible for the actual costs incurred or losses sustained due to such cancellation.
- The cancellation penalties shall not exceed the following:
  - o TOUR is non-refundable
- In the event that actual costs incurred, or losses sustained, by CSM, due to such cancellation, are less than the amount already paid by UNC, then Tour Operator shall refund the overpayment to UNC which will be determined based on the date of cancellation.
- **FORCE MAJEURE.** "Force Majeure" means, in relation to CSM, any circumstances beyond reasonable control of CSM, (including, but without limitation, acts of God, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, acts of terrorism, sabotage, insurrection, riots, strikes, civil disturbance, requisition, sickness, quarantine, government intervention, weather conditions, defects in machinery and vehicles, delay, wildlife, or other untoward occurrences).

CSM shall not be deemed to be in breach of these terms and conditions or otherwise be liable to you, by reason of delay in performance, or by non-performance, of any of its obligations, hereunder to the extent that any such delay or non-performance is due to any Force Majeure.

If CSM, and/or any of its' travel suppliers, are affected by Force Majeure, they shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the trip. Payment of any refund by CSM to you as a result of the non-performance of any obligations hereunder shall remain in its sole and absolute discretion, although CSM shall use its reasonable efforts to reimburse you where possible. However, CSM shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to CSM of the Force Majeure and applicable cancellation fees. The purchase of Travel Insurance is always recommended.

Regarding civil unrest, once CSM has investigated the prevailing situation, as it deems fit, it shall remain in CSM's sole and absolute discretion whether to proceed with the trip. You may in such circumstances cancel the trip subject to CSM's and each supplier's terms and conditions.

#### **V. Representations and Warranties**

- Each party ~~represents and warrants~~ that it has full power and authority to enter into this Agreement, and to grant any rights it may be granting hereunder. Except as may otherwise be expressly set forth herein, each party shall retain any and all of its rights of any kind or nature whatsoever, not granted hereunder.
- Each party ~~represents and warrants~~ that it shall comply with all federal, state and local laws, as well as any and all NCAA and other relevant association/federation rules and regulations, applicable to its activities and conduct hereunder.

#### **VI. Indemnification**

- Each party hereto shall be liable for any and all damages and injuries related to, or arising out of, this Agreement, to the proportional extent that such damages and injuries are caused by reason of the acts, inactions, omissions, negligence, reckless or intentional misconduct of such party, its employees and agents.
  - o Both parties agree that they shall cooperate with each other in the defense of such action, including providing each other with prompt notice of any such action and the provision of all material documentation.
- Each party hereto shall procure and maintain throughout this Agreement a comprehensive general liability insurance policy or policies, in the minimum amount of One Million Dollars (US \$1,000,000) combined single limit per occurrence. Upon request, a party hereto shall furnish to the other a certificate of insurance showing that the insurance is in effect pursuant to the terms of this Agreement.

#### **VII. General Considerations**

- All notices, requests, demands and other communications which are required or permitted to be given under this Agreement shall be in writing to and sent as follows:

If the University, to:

University of North Carolina  
Department of Athletics  
450 Skipper Bowles Drive  
Chapel Hill, NC 27514  
Attn: Mr. Lawrence R. (Bubba) Cunningham, Director of Athletics

If the Tour Operator, to:

Complete Sports Management  
1900 McKinley Avenue  
Hanford, CA 93230  
Attn: Lea Miller, President

- Unless required by law, Tour Operator shall keep in strict confidence the terms of this Agreement, as well as any privileged and/or non-public information about, or otherwise provided by either parties. Tour Operator shall use such information solely in furtherance of its obligations hereunder, and not for any other purpose, and shall not disclose the same to any other party without the prior written consent of UNC.
- This Agreement may only be amended or modified by mutual parties here in writing signed by both parties and cannot be digitally altered in any fashion.
- This Agreement constitutes the entire agreement and understanding between the parties, and superseded and replaces any and all contemporaneous understandings, commitments, agreements or representations of any kind, whether oral or written, relating to the subject matter hereof.

#### **VIII. Expiration of Terms**

The financial terms and payment schedule outlined in Section 3 of this agreement are guaranteed without commitment until May 30, 2018.

After May 30, 2018 CSM will make every effort to secure the best rates available for the accommodations requested.

We appreciate this opportunity to work with you the University of North Carolina.

IN WITNESS, WHEREOF, the parties here have duly executed this Agreement as of the date first written above.

On Behalf of the University of North Carolina  
For its Department of Intercollegiate Athletics

By: \_\_\_\_\_

Name: Mr. Lawrence R. (Blubaugh)

Title: Director of Athletics

Mark T. Sillman  
Director of Contract  
Services and Events

Date: \_\_\_\_\_

Complete Sports Management

By: \_\_\_\_\_

Name: Lea Miller

Title: President

Date: \_\_\_\_\_

6/11/18

# 2018 UNC Bahamas Tour Itinerary

August 15-20, 2018  
BRING YOUR PASSPORT!!

## Wednesday, Aug. 15

8:30 AM	Practice
11:00 AM	Lunch in the Dining Room
11:50 AM	Depart Smith Center - Warmups
1:00 PM	Charter Flight #1 to Nassau
3:30 PM	Arrive Nassau - Lynden Pindling International
4:45 PM	Arrive Hotel - Atlantis Paradise Island - Bahamas
5:30 PM	Team Dinner - Imperial Club Royal Towers
Midnight	Curfew



## Thursday, Aug. 16

8:30 AM	Wake-up
9:00 AM	Breakfast - Imperial Club Royal Towers
11:20 AM	Depart for Kendal Isaacs National Gym
Noon	Practice (2 hours court time)
2:00 PM	Return to Hotel
2:30 PM	Box Lunch at Atlantis
7:00 PM	Dinner - Carmine's
Midnight	Curfew



## Friday, Aug. 17

9:00 AM	Wake-up
9:30 AM	Breakfast - Imperial Club
1:30 PM	Pregame Meal - Imperial Club
4:00 PM	Depart for Kendal Isaacs National Gym
5:30 PM	UNC vs. Bahamas All-Stars
8:00 PM	Postgame Meal - Imperial Club
Midnight	Curfew

## Saturday, Aug. 18

10:30 AM	Wake-up
11:00 AM	Pregame Meal - Imperial Club
1:30 PM	Depart for Kendal Isaacs National Gym
3:00 PM	UNC vs. NPBA All-Stars
5:30 PM	Postgame Meal - Imperial Club

## Sunday, Aug. 19

9:00 AM	Wake-up
9:30 AM	Breakfast - Imperial Club
10:00 AM	Catamaran Tour
6:30 PM	Dinner - Virgil's BBQ

## Monday, August 20

10:30 AM	Wake-up Call
11:00 AM	Breakfast
1:30 PM	Depart for Lynden Pindling International
3:30 PM	Charter Flight #2 to RDU
6:00 PM	Arrive RDU - Clear Customs
7:30 PM	Arrive Smith Center